



February 5, 2020

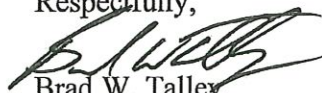
Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members,

You have before you a Contract with American Structurepoint for Professional Services to prepare a preliminary basis of design report evaluating the existing Rainey Brook and Waterstone Lift Stations. These Lift Stations have been identified by Renew's maintenance department for potential need of future replacement or upgrade. Both of these lift stations will be evaluated for current condition and capacity and potential alternatives for future capacity increases.

American Structurepoint will perform the work outlined in this Contract for the Not to Exceed amount of \$93,900. This amount includes \$15,750 for flow monitoring services for the Engineers consultant Gripp Inc. This Contract has been reviewed by the City Attorney and I recommend it for your approval.

Respectfully,


Brad W. Talley
Superintendent
Lafayette Renew



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the last required signature below ("Effective Date") between City of Lafayette ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Rainey Brook and Waterstone Lift Stations Study ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's proposal letter dated October 2, 2019. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: ***As identified in Engineer's proposal letter dated October 2, 2019.*** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. ***Invoices:*** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. ***Payment:*** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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2.02 Basis of Payment

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$93,900. The total fee includes \$78,150 for Services provided directly by Engineer and \$15,750 for services provided by Engineer's consultant, Gripp, Inc.
2. Engineer's Standard Hourly Rates are attached as Appendix 1. Engineer reserves the right to update its hourly rates annually, consistent with its company policy, if the project exceeds twelve (12) months from the date of Notice to Proceed. The Engineer will provide the Owner thirty (30) days' notice prior to the change in rates.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured

within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's

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furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any

and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to ~~\$50,000 or the total amount of compensation received by Engineer, whichever is greater~~ **not exceed the available proceeds under any General Liability (including Automobile) and Professional Liability Insurance required to be carried by Engineer under this Agreement.**

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **Engineer and Owner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its negligence.**
- O. **Engineer shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:**
 1. **General Liability (including Automobile) – combined single limit of \$2,000,000. The Owner shall be named as Additional Insured and be given a 30-day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a primary basis and the Owner's insurance program shall be in excess of all of Engineer's available coverage.**

2. **Worker's Compensation – Statutory limit.** Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Owner.

3. **Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.**

4. **The Engineer shall provide Certificates of Insurances indicated the aforesaid coverage.**

P. **Engineer must enroll in and verify the work eligibility status of all newly hired employees of the Engineer through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Engineer will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Engineer affirms under penalties for perjury that the Engineer does not knowingly employ an unauthorized alien.**

Q. **Engineer certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.**

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Exhibit A: Engineer's scope and fee proposal dated October 2, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Lafayette

ENGINEER: American Structurepoint, Inc.

DocuSigned by:

Catherine Pallotta

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By: _____

Name: Catherine Pallotta

Title: Gary Henriott, President

Title: Group Leader, Utility Infrastructure

Date Signed: 12/17/2019

By: _____

Title: Norm Childress

By: _____

Title: Amy Moulton

By: _____

Title: Cindy Murray

By: _____

Title: Ron Shriner

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
<u>Principal</u>	<u>\$310/hr</u>
<u>Senior Engineer</u>	<u>\$230/hr</u>
<u>Senior Project Manager</u>	<u>\$230/hr</u>
<u>Project Manager</u>	<u>\$205/hr</u>
<u>Project Engineer</u>	<u>\$170/hr</u>
<u>Staff Engineer</u>	<u>\$110/hr</u>
<u>Senior Technician/Designer</u>	<u>\$140/hr</u>

Appendix 1, Standard Hourly Rates Schedule.

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AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
TEL 317.543.0270

October 2, 2019

Mr. Brad Talley
Director
Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47901

Re: Rainey Brook and Waterstone Lift Stations Study

Dear Mr. Talley,

American Structurepoint, Inc. (ASI) is pleased to submit this Scope of Technical Services to prepare a preliminary basis of design report evaluating the existing Rainey Brook and Waterstone Lift Stations. The property south of W 500 S has been identified for potential development which will impact the Rainey Brook Lift Station. Additionally, a separate development east of S 250 E is expected to impact the Waterstone Lift Station.

It is our understanding that Lafayette Renew would like to move forward with the preliminary basis of design report for Rainey Brook and Waterstone Lift Stations including evaluating the existing capacity of the station for both lift stations, the remaining capacity of the Waterstone Lift Station, and two (2) recommended alternatives for increasing the capacity of Rainey Brook for future development. ASI will provide engineering services necessary to collect relevant field data, prepare GIS maps, and develop a preliminary basis of design report.

Scope of Services

Task 1 – Rainey Brook Lift Station Study

Task 1.1 – Existing Lift Station Evaluation: This task will consist of reviewing as-builts of the existing lift station, reviewing historical pump data, conducting one (1) field visit to verify the as-builts and perform a pump down test, evaluating test results and taking measurements of the existing incoming sanitary sewer. Collectively, this information will provide the basis for calculating lift station capacity.

Task 1.2 – Development Study Evaluation: This task will consist of reviewing the development study provided by the Owner for the land south of W500S identified in Exhibit A, review of the existing zoning for the area expected to be developed, review of the existing Sanitary Sewer Master Plan for the area if available, and review of existing GIS collection system maps to determine what areas could discharge to the Rainey Brook Lift Station.

Mr. Brad Talley
October 2, 2019
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Task 1.3 – Alternatives Development: ASI staff will develop up to two (2) alternatives to increase capacity to the lift station for future development, force main routing, and sanitary sewer routing to the lift station. The alternatives will be evaluated based on various criteria such as financial considerations, constructability, utility conflicts, operations and maintenance, and other criteria as deemed important by Lafayette Renew. Available GIS information will be used for the alternatives development.

Task 1.4 – Opinions of Probable Cost ASI staff will develop construction quantities and conceptual opinions of probable construction cost for the alternative solutions developed. The opinions of probable cost are provided without the benefits of design drawings or topographic survey. Due to the conceptual nature of the preliminary engineering report, a minimum contingency of 40% will be utilized on estimates of construction costs.

Task 1.5 – Basis of Design Report: ASI staff will provide, as a final deliverable, a brief preliminary basis of design report that documents the data collection, analysis, and conclusions generated as a result of the preliminary engineering. The report will also include a discussion of the various alternatives considered, cost estimates, exhibits of the proposed alternatives, and a discussion of how the alternatives are impacted by the various evaluation criteria. The report will also summarize the recommended approach for proceeding for a potential next phase of the project. A draft report will be submitted to the Owner for review and an Owner review meeting will be held to discuss the review comments. The report will be finalized after edits are made in response to Owner review comments.

Task 2 – Waterstone Lift Station Study

Task 2.1 – Flow Monitoring: This task will consist of flow monitoring provided by Gripp for the three (3) incoming sanitary sewers to the lift station. Gripp will provide flow monitoring for three (3) months. If sufficient wet weather flow data is not obtained within three (3) months, the monitoring time may be extended as an additional service with the approval of the Owner.

Task 2.2 – Existing Lift Station Evaluation: This task will consist of reviewing as-builts of the existing lift station, reviewing historical pump data, conducting one (1) field visit to verify the as-builts and perform a pump down test, and evaluating the results.

Task 2.3 – Development Study Evaluation: This task will consist of reviewing the potential development for the areas identified in Exhibit B and potential future flows to the lift station.

Task 2.4 – Alternatives Development: This task will consist of reviewing flow monitoring data provided by Gripp, reviewing the existing lift station evaluation, reviewing existing GIS to determine the remaining available capacity in the lift station and force main, and developing up to two (2) alternatives to provide additional capacity to the lift station. The alternatives will be evaluated based on various criteria such as financial considerations, utility conflicts, maintenance, and other criteria as deemed important by Lafayette Renew. Available GIS information will be used for the alternatives development.

Task 2.5 – Opinions of Probable Cost ASI staff will develop construction quantities and conceptual opinions of probable construction cost for the alternative solutions developed. The opinions of probable cost are provided without the benefits of design drawings or topographic survey. Due to the conceptual nature of the preliminary engineering report, a minimum contingency of 40% will be utilized on estimates of construction costs.

Mr. Brad Talley
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Task 2.6 – Basis of Design Report: ASI staff will provide, as a final deliverable, a brief preliminary basis of design report that documents the data collection, analysis, and conclusions generated as a result of the preliminary engineering. The report will also include a discussion of the various alternatives considered, cost estimates, exhibits of the proposed alternatives, and a discussion of how the alternatives are impacted by the various evaluation criteria. The report will also summarize the recommended approach for proceeding for a potential next phase of the project. A draft report will be submitted to the Owner for review and an Owner review meeting will be held to discuss the review comments. The report will be finalized after edits are made in response to Owner review comments.

Information/Services Provided by the Owner: Fees and schedule for the project assume that the following information will be provided by the Owner.

1. As-builts for the Rainey Brook and Waterstone Lift Stations and forcemains
2. GIS maps for the existing collection system including: sanitary sewers, sanitary manholes, force mains, lift stations, parcel data, zoning data, and topographic data
3. SCADA data and run hours for each lift station
4. Development Study for the land south of W500S and zoning designation
5. Sanitary Sewer Master Plan for area surrounding Rainey Brook Lift Station
6. Survey of incoming sanitary sewers to the Rainey Brook Lift Station or top of casting elevations for the incoming sanitary sewer manholes
7. Assistance during pump down test for both lift stations

Exclusions: The following services are not included in the Scope of Services. These services shall be provided for additional fee only after receiving written authorization from Owner.

1. Preparation of right-of-way exhibits or easements
2. Electrical and I&C Evaluation
3. Structural Evaluation
4. SCADA Upgrades
5. Preparation of Design and Construction Documents
6. Agency Coordination or Permitting
7. Location of Utilities
8. Phase I or Phase II Environmental Assessment
9. Karst Resources Investigation
10. Wetland Delineation
11. Geotechnical Investigation
12. Topographic Survey
13. Utility Coordination
14. Endangered species surveys or coordination
15. Investigation and evaluation of potential mitigation or restoration planting site(s)
16. Design and preparation of plans and specifications or Construction Plans
17. Floodplain or Floodway Analysis
18. More than one iteration of review and response for the Basis of Design Report
19. Services resulting from changes of scope or magnitude of the project as described above

Mr. Brad Talley
 October 2, 2019
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Schedule of Services

Task	Schedule
Draft Rainey Brook Lift Station Basis of Design	Sixty (60) calendar days after completion of field visit and receipt of information from the Owner
Draft Waterstone Lift Station Basis of Design	45 calendar days after receipt of flow monitoring data and receipt of information from the Owner.
Basis of Design Report Review Meeting	15 calendar days after delivery of the Basis of Design Report
Final Basis of Design Report	20 calendar days after receipt of review comments from the Owner

hourly rate not to exceed

Compensation: Compensation for the professional services described in the scope shall be a lump sum fee of \$93,900. This fee for the scope described above is valid for one (1) year from the date of this letter proposal. Fees for all services will be invoiced monthly upon a percent completion basis.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented.

Mr. Talley, thank you for your confidence in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you with this project. If this proposal is acceptable, please notify us, and we will get an agreement finalized.

Very truly yours,
 American Structurepoint, Inc.

Michael Hendricks

Michael Hendricks
 Regional Services Director

The compensation structure will be according to section 2.02 of the EJCDC agreement between American Structurepoint and Lafayette Renew.

Catherine Pallotta
 Group Leader

Attachments
 Exhibit A
 Exhibit B



